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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
(SAN JOSE DIVISION)

TUNG X. NGUYEN,

Plaintiff

v.

ROY GADRI dba Van Nuys Financial,

Defendant.

) Case No. C07 05218 JF

)  
) NOTICE OF MOTION AND  
) MEMORANDUM OF POINTS AND  
) AUTHORITIES IN SUPPORT OF  
) DEFAULT JUDGMENT AND RELEASE  
) OF LIEN

)  
) Judge: The Hon. Jeremy Fogel  
) Dept: Courtroom 3, 5<sup>th</sup> Floor  
) Date: June 27, 2008  
) Time: 9:00 a.m.

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**NOTICE OF MOTION**

PLEASE TAKE NOTICE that on June 27, 2008 at 9:00 a.m. or as soon thereafter as the matter may be heard in Courtroom 3 of the above-titled court, located at the Federal Building, 280 South First Street, San Jose, CA, plaintiff will move the Court for a default judgment.

The motion is based on this Notice of Motion, the Memorandum of Points and Authorities, the Declaration of Tung X. Nguyen, the Declaration of Scott Maurer, the documents attached thereto, and such evidence as may be presented at the hearing.

**MEMORANDUM OF POINTS AND AUTHORITIES****I. INTRODUCTION**

In his complaint, Mr. Nguyen sought relief from the unlawful actions of Defendant Roy Gadri dba Van Nuys Financial (hereafter VNF), which resulted in a judgment lien being placed upon Mr. Nguyen's real property located in Santa Clara. Mr. Nguyen now brings this motion for default judgment seeking \$4,000 in actual damages, \$3,000 in statutory damages, \$7,178.50 in attorney fees, and \$745 in costs. Thus, Mr. Nguyen seeks a total judgment in the amount of \$14,923.50. He also seeks a recordable document to aid in the release of the lien wrongfully filed against his property.

**II. PROCEDURAL CONTEXT**

The defendant was served on December 19, 2007 and a default was entered on January 31, 2008. Upon default, the well-pleaded allegations of the complaint relating to liability are

1 taken as true. TeleVideo Systems, Inc. v. Heidenthal, 826 Fed.2<sup>nd</sup> 915, 917 (9<sup>th</sup> Cir 1987). In  
2 most instances, the court's attention should be focused only on issues relating to the quantity of  
3 damages, as opposed to issues of liability. Black v. Lane, 22 Fed.3<sup>rd</sup> 1395, 1395 (7<sup>th</sup> Cir. 1994).  
4 Here, however, the issues may be inextricable. Plaintiff seeks statutory damages under, among  
5 other statutes, the FDCPA. In determining the amount of damages to award under the FDCPA  
6 the court is to consider, among other factors, "the frequency and persistence of noncompliance  
7 [with the FDCPA] by the debt collector [and] the nature of such noncompliance". 15 U.S.C. §  
8 1692k(b)(1). For this reason, the facts relating to the defendant's noncompliance with the law are  
9 discussed in some detail below.  
10  
11  
12  
13

### 14 **III. STATEMENT OF FACTS**

15 Plaintiff, Mr. Nguyen is a 59-year old Vietnamese immigrant who works as a lamination  
16 technician to support his family. Declaration of Tung X. Nguyen (hereafter 'Nguyen Decl') ¶¶ 2-  
17 4. Defendant VNF is engaged in debt collection.

18 On or about November 6, 2006, VNF sent a letter demanding payment for an alleged debt  
19 in the amount of \$22,685.00. *Complaint* ¶7. This was the first letter VNF sent to Mr. Nguyen  
20 regarding the alleged debt. *Complaint* ¶7. On November 8, 2006, Mr. Nguyen sent a responding  
21 letter to VNF disputing that he was the person who incurred the alleged debt. *Complaint* ¶8.  
22

23 Nonetheless, VNF failed to provide validation documents and instead commenced a  
24 lawsuit against Mr. Nguyen in Superior Court in the County of Santa Clara for the debts alleged  
25 in the November 6, 2006 letter. *Complaint* ¶¶9-10. On or about February 21, 2007, VNF  
26 obtained a default judgment against Mr. Nguyen. *Complaint* ¶11. Subsequently on March 2,  
27 2007 Mr. Nguyen received a written Notice of Lien with an attached abstract of judgment.  
28

1 *Complaint* ¶12.

2  
3 Importantly, the Social Security number listed on the Abstract of Judgment was not that  
4 of Mr. Nguyen's. *Complaint* ¶13. In fact, VNF affirmatively acknowledged that Mr. Nguyen  
5 was not the true debtor. *Complaint* ¶¶14-15. However, VNF refused to stipulate to set aside the  
6 default judgment. *Complaint* ¶15. As a result, Mr. Nguyen's counsel were required to spend a  
7 number of hours drafting and filing a motion to met aside the state court default judgment; the  
8 motion was eventually granted. *Complaint* ¶15. The state court case against Mr. Nguyen was  
9 eventually dismissed.

10  
11 Mr. Nguyen through his counsel has repeatedly requested that VNF provide him with a  
12 Release of Lien. *Complaint* ¶16. These requests have been ignored by VNF. *Complaint* ¶16.

#### 13 14 15 **IV. TUNG X. NGUYEN IS ENTITLED TO AN AWARD OF DAMAGES**

##### 16 **A. Mr. Nguyen is entitled to \$1,000 in statutory damages pursuant to 15 U.S.C.** 17 **§1692k(a)(2)(A).**

18 The FDCPA states that "[a]ny debt collector who fails to comply with any provision is  
19 liable to such person in an amount equal to... in the case of any action by an individual, such  
20 additional damages as the court may allow, but not exceeding \$1,000." 15 U.S.C.

21 §1692k(a)(2)(A)<sup>1</sup>. The Act also provides that:

22  
23 [i]n determining the amount of liability in any action under subsection(a), the court  
24 shall consider, among other relevant factors . . . the frequency and persistence of  
25 noncompliance by the debt collector, the nature of such noncompliance, and the  
26 extent to which such noncompliance was intentional.

27 §1692k(b)(1). Here the defendant has violated at least two individual provisions of the FDCPA,

---

28  
<sup>1</sup> All subsequent references to §1692 are to Title 15 of the U.S. Code



as detailed below.

**1. VNF Violated §1692g(b) By Failing to Provide Written Verification of the Disputed Debt**

The FDCPA provides that:

[i]f the consumer notifies the debt collector in writing within the thirty-day period described in subsection (a) of this section that the debt, or any portion thereof, is disputed, . . . the debt collector shall cease collection of the debt, or any disputed portion thereof, until the debt collector obtains verification of the debt or a copy of a judgment, . . . and a copy of such verification or judgment, or name and address of the original creditor, is mailed to the consumer by the debt collector.

§1692g(b).

Mr. Nguyen's response to VNF's letter included a statement that, "I never have an account with Citibank . . ." *Complaint* ¶8. From these words, it is clear that Mr. Nguyen was disputing the alleged debt which VNF was attempting to collect. Furthermore, since Mr. Nguyen responded in writing in two days, his dispute was well within the statutory period of 30 days. *Complaint* ¶8. The next action that should have been taken, but was not, was written verification of the alleged debt mailed to Mr. Nguyen by VNF. *Complaint* ¶9. The lack of this procedure effectively barred VNF from any further collection activities. See Taylor v. Fink 1994 WL 669605, 4-5 (N.D. Ill. 1994) (stating that "[t]he debt collector . . . must cease his efforts at collection . . . during the interval between being asked for verification of the debt and mailing the verification to the debtor".)

When VNF commenced an action in Superior Court on November 30, 2006 it violated §1692g(b). At no point prior to filing suit did VNF provide a validation letter to Mr. Nguyen. The actions of VNF undermined "one of the principal purposes of [§1692g(b) which] is to help consumers who have been misidentified by the debt collector or who dispute the amount of the

debt". FTC Agency Letter, March 10, 1993 (Wollman). By failing to provide written verification of the alleged debt in response to Mr. Nguyen's letter dated November 08, 2006, and failing to cease collection of the alleged debt by bringing a civil cause of action in Superior Court, VNF violated §1692g(b). *Complaint* ¶¶9-10.

**2. VNF Violated §1692f By Refusing to Voluntarily  
Set Aside a Default Judgment Against a Person Known Not to be the True  
Debtor and Refusing to Voluntarily Provide a Release of Lien**

The FDCPA provides that, "[a] debt collector may not use unfair or unconscionable means to collect or attempt to collect any debt." §1692f. In addition to the general rule stated in §1692f, Congress enumerated several examples of circumstances illustrative of either unfair or unconscionable practices.<sup>2</sup> Being sure not to foreclose other situations which might rise to at least the level of those violations enumerated, "Congress employed general language to 'enable the courts, where appropriate, to proscribe . . . improper conduct which is not specifically addressed.'"<sup>3</sup> Additionally, courts have stated, "since the statute is remedial in nature, its terms must be construed in liberal fashion if the underlying Congressional purpose is to be effectuated." N. C. Freed Co., Inc. v. Board of Governors of Federal Reserve System, 473 F.2d 1210, 1214 (2d Cir. 1973).

Previous courts have found less egregious and flagrant acts to be in violation of §1692f.

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<sup>2</sup>Masuda v. Thomas Richards & Co., 759 F.Supp 1456, 1461 footnote 10 (C.D. Cal. 1991) (stating, "[t]he specific provisions of § 1692f forbid debt collectors from collecting an amount greater than the amount owed, causing charges for communications to be billed to the consumer, taking or threatening to take nonjudicial action to repossess property, communicating with a consumer about a debt by postcard, using language besides a return address on envelopes sent to a debtor, and taking certain actions in connection with a debtor's postdated check.)

<sup>3</sup>Masuda v. Thomas Richards & Co., 759 F.Supp 1456, 1461 fn 10 (C.D. Cal. 1991) (citing S.Rep. No. 95-832, 95th Cong., 1st Sess. 4, reprinted in 1977 U.S. Code Cong. & Admin. News 1695, 1698).

1 See Masuda v. Thomas Richards & Co., 759 F.Supp. 1456 (C.D. Cal. 1991) (holding debt  
2 collector's use of a form letter which was signed by an independent attorney who had no  
3 knowledge of, and had not conferred with the debt collector concerning the particular debt to  
4 which the letter refers engaged in an "unfair" collection practice); Kimber v. Federal Financial  
5 Corp., 668 F.Supp. 1480 (M.D. Ala. 1987) (holding that debt collector's attempt to sue on a time  
6 barred debt was unjust and "unfair" in violation of §1692f).  
7

8  
9 Here, VNF's actions of: (1) refusing to set aside the default judgment obtained against Mr.  
10 Nguyen after acknowledging that he was not the true debtor, (*Complaint* ¶15), and (2) refusing to  
11 release the judgment lien attached to Mr. Nguyen's real property, (*Complaint* ¶16), collectively  
12 constitute unfair and unconscionable debt collection practices. This court should find that VNF's  
13 actions violated §1692f.  
14

15  
16 **3. This Court Should Award Mr. Nguyen the FDCPA's Maximum Statutory**  
17 **Damage Amount of \$1,000.**

18 The maximum statutory damage award available under the FDCPA is a modest \$1,000.  
19 Courts have therefore awarded the maximum statutory amount of damages even when the  
20 violations of the FDCPA were found to be less numerous and egregious than those in the instant  
21 case. In Riviera v. M.A.B., 682 F.Supp. 174 (W.D.N.Y. 1988), the court awarded the maximum  
22 of \$1,000 because the validation notice required by §1692g was printed on the back of the initial  
23 letter in relatively small print, with no indication on the front of the letter as to its location. In  
24 Tolentino v. Friedman, 46 F.3d 645 (7th Cir. 1995), the Seventh Circuit upheld the maximum  
25 statutory award of \$1,000 despite finding that only one provision of the FDCPA had been proven.  
26 In that case the debt collector had included the disclosure required by §1692e(11) in its initial  
27  
28

1 notice, but had failed to include it in a subsequent notice. The violations of the FDCPA here are  
2 more meaningful than in those cases, and therefore the court should award  
3 the maximum amount of statutory damages under §1692k(a)(2)(A) of \$1,000.  
4

5 **B. Mr. Nguyen is Entitled to \$1,000 in Statutory Damages Pursuant to Cal Civil**  
6 **Code §1788.17.**

7 California's Rosenthal Fair Debt Collection Practices Act (hereafter Rosenthal Act)  
8 provides that: "[e]very debt collector collecting or attempting to collect a consumer debt shall  
9 comply with the provisions of Sections 1692b to 1692j, inclusive, of, and shall be subject to the  
10 remedies in Section 1692k of Title 15 of the United States Code." Cal. Civil Code §1788.17. Cal.  
11 Civil Code §1788.17 thus provides Mr. Nguyen with a separate *state law* remedy above and  
12 beyond the statutory damage provision provided by the *federal* FDCPA. The FDCPA expressly  
13 states:  
14

15 [t]his subchapter does not annul, alter, or affect, or exempt any person subject to  
16 the provisions of this subchapter from complying with the law of any State with  
17 respect to debt collection practices, except to the extent that those laws are in  
18 consistent with any provision of this subchapter, and then only to the extend of the  
inconsistency.

19 §1692n. Accordingly, Mr. Nguyen should be awarded \$1,000 statutory damages under Cal. Civ.  
20 Code §1788.17.  
21

22 **C. Mr. Nguyen is Entitled to \$1,000 in Statutory Damages Pursuant to Cal. Civil**  
23 **Code §1788.30(b).**

24 The Rosenthal Act provides that "[a]ny debt collector who willfully and knowingly violates  
25 this title with respect to any debt shall, in addition to actual damages . . . , also be liable to the  
26 debtor . . . for a penalty in such amount as the court may allow, which shall not be less than . . .  
27 \$100 nor greater than . . . \$1,000." Cal. Civil Code §1788.30(b). In the case at bar, VNF  
28

1 knowingly and willingly sought a lien against Mr. Nguyen who was acknowledge as not being the  
 2 true debtor. Furthermore, VNF failed to provide validation of the alleged debt as required. Thus  
 3 the court should find that VNF has knowingly and willfully violated the Rosenthal Act and award  
 4 the maximum statutory penalty of \$1,000 under Cal. Civil Code §1788.30(b).  
 5

6 The total amount of statutory damages sought by Mr. Nguyen is thus \$3,000 comprised of  
 7 the following: \$1,000 pursuant to the §1692k(a)(2)(A) of FDCPA and \$2,000 pursuant to  
 8 §§1788.17 and 1788.30(b) of the Rosenthal Act. At least one court has awarded \$3,000 under  
 9 Federal and State law for fair debt collection practices act violations which were less numerous and  
 10 egregious than those found here. In Chapman v. ACB Business Services, Inc., 1997 U.S. Dist.  
 11 LEXIS 23743 (S.D.W.V. 1997), the court awarded statutory damages of \$1,000 under the  
 12 FDCPA and \$2,000 under the applicable state law after finding that the notice required by §1692g  
 13 was contradicted and overshadowed by other language in the debt collection letter.  
 14  
 15

16 **D. Mr. Nguyen is Entitled to \$4,000 in Actual Damages Pursuant to 15 U.S.C.**  
 17 **1692k(a)(1).**

18 The FDCPA provides that, “any debt collector who fails to comply with any provision of  
 19 this title . . . with respect to any person is liable to such person in an amount equal to the sum of . .  
 20 . any actual damage sustained by such person as a result of such failure”. 15 U.S.C. 1692k(a)(1).  
 21 A number of courts have recognized that emotional distress is compensable as actual damages  
 22 under the FDCPA. See Nelson v. Equifax Info. Servs. LLC, 522 F. Supp. 2d 1222 (C.D.Cal.  
 23 2007) (awarding \$85,000 in actual damages); Chiverton v. Fed. Fin. Group, Inc., 399 F. Supp. 2d  
 24 96 (D. Conn. 2005) (awarding \$5,000 in actual damages); Teng v. Metropolitan Retail Recovery,  
 25 851 F. Supp. 61 (E.D.N.Y. 1994) (awarding \$1,000 in actual damages).  
 26  
 27  
 28

The actions of Van Nuys Financial caused Mr. Nguyen to suffer several forms of

1 emotional distress. Mr. Nguyen has suffered from anxiety, decreased sleep, headaches, and  
 2 increased systolic blood pressure. *Nguyen Decl.* ¶¶10-11. While such emotional distress damages  
 3 are difficult to quantify, it would seem appropriate to award Mr. Nguyen \$4,000 under these facts.  
 4 (Compare *Grassley v. Debt Collectors*, 1992 U.S. Dist. LEXIS 22782 (D. Or. Dec. 14, 1992)  
 5 awarding \$1,000 for “a small degree of upset”).  
 6

## 7 8 9 **VI. MR. NGUYEN HAS A STATUTORY RIGHT TO ATTORNEYS’ FEES**

10 Both the FDCPA and the Rosenthal Act direct a court to award attorneys fees to a  
 11 prevailing consumer. §1692k(a)(3) & Cal. Civil Code §1788.30(c). A number of cases decided  
 12 under §1692k have held that if the plaintiff prevails, an attorney fee award is required. *See, e.g.*  
 13 *Zagorski v. Midwest Billing Services, Inc.*, 178 F.3d 1164 (7th Cir. 1997) (holding it was an abuse  
 14 of discretion not to award attorney fees following a stipulated judgment in the amount of \$100;  
 15 and, directing court to award fees sufficient to compensate the attorney for the time spent on the  
 16 case in order to encourage enforcement of the FDCPA); *Pipiles v. Credit Bureau, Inc.*, 886 F.2d 22  
 17 (2d Cir. 1989) (directing trial court to award fees on remand despite the lack of actual or statutory  
 18 damages because plaintiff had demonstrated that defendant violated the FDCPA); *Perez v. Perkiss*,  
 19 742 F.Supp. 883 (D. Del. 1990) (awarding plaintiffs’ legal services attorneys \$10,110 after a half-  
 20 day jury trial in which plaintiff was awarded \$1,200 in damages).  
 21  
 22  
 23

### 24 **A. Computation of Reasonable Attorneys’ Fees**

25 The accepted method of calculating attorneys’ fees for FDCPA cases is the “touchstone” or  
 26 “lodestar” method. *Tolentino v. Friedman*, 46 F.3d 645 (7th Cir. 1995) (holding that attorneys  
 27 who successfully represent consumers must be paid at market rates). Under the lodestar method,  
 28 the trial court determines the number of hours reasonably spent by counsel on the case and the

reasonable hourly compensation for each attorney. Serrano v. Priest, 20 Cal. 3d 25, 48-49 (1997) (Serrano III). Multiplying the hours reasonably worked by the reasonable hourly rate produces a figure known as the "lodestar".

**B. The Number of Hours Claimed by Plaintiff's Attorneys is Reasonable**

The initial step in computing the lodestar amount is calculating the reasonable hours that counsel worked on the case. Where a plaintiff has prevailed, his attorneys should recover a fully compensatory fee. A full compensatory fee will encompass all hours reasonably spent on the matter. Serrano v. Unruh, 32 Cal.3d 621, 633 (1982) (Serrano IV); Sundance v. Municipal Court, 192 Cal. App.3d 268, 273-274 (1987). The reasonable hours will generally include all time spent on pre-trial matters, settlement negotiation, discovery, litigation tactics, and the trial itself. Stokus v. Marsh, 217 Cal. App. 3d 647, 656 (1990) (allowing compensation for pre-trial legal services including issue evaluation, discovery, trial preparation, and preparation of trial memorandum).

Here, the following advocates devoted the following amounts of time to this matter:

//

<u>Advocate</u>	<u>Total Hours</u>	<u>Job Title</u>
Reuben Castillo	4.1	Certified Paralegal
Sharon Au	7.4	Law student
Erica Pun	22.1	Law student
Julius Jefferson	11	Law student
Mark Reedy	<u>2.4</u>	Attorney
	46.3	

The number of hours submitted by Plaintiff's attorneys is reasonable because it reflects the

1 following conservative guidelines: 1) no time was charged for clerical work, such as copying and  
2 filing; 2) minimal time was charged for the time Law Center attorneys spent supervising law  
3 students, even though all actions by those students was pre-approved by the attorneys; 3) no time  
4 was charged for the time students spent to familiarize themselves with the basics of the relevant  
5 statutes; 4) in order to ensure that the time charged was "reasonably necessary", law student time  
6 was reduced by a factor of at least (that is, 50% of actual hours were typically charged) for the  
7 time spent by law students on legal research and written materials.  
8

9  
10 As shown above and in the time logs attached as Exhibit A to the Declaration of Scott  
11 Maurer, the Plaintiff seeks compensation for a total of 46.3 hours which his advocates devoted to  
12 this case - and the state court case - to date. Because the filing of the state court case formed the  
13 basis of the FDCPA violation complained of here, the fees incurred in state court are recoverable  
14 here. Venes v. Professional Service Bureau, Inc., 353 N.W.2d 671, 675 (Minn. Ct. App. 1984).  
15 No fees were sought or awarded in the state court case upon its dismissal. Maurer Decl. ¶8.  
16  
17

18  
19 **C. The Hourly Rates Claimed by Plaintiff's Attorneys are Reasonable**

20 The second step in calculating the lodestar amount is determining a reasonable hourly rate.  
21 When determining whether the rate is reasonable, courts consider an attorney's skill, experience  
22 and expertise; the nature of the work performed; the attorneys' customary billing rate; and the  
23 prevailing market rates charged by attorneys of similar skill and experience for comparable services  
24 in the community. Serrano IV, *supra*, 32 Cal.3d at 643.  
25

26 The rates charged by the various advocates in this case are more than reasonable in light of  
27 their skill, experience and expertise, and the prevailing market rates charged by attorneys and  
28 advocates of similar skill and experience. *Maurer Decl.* ¶¶ 3-6 (setting forth facts in support of



1 \$290/hour rate sought). In addition, the use of law students for the majority of the work on this  
2 case, as well as the low rate for their work (\$150/hour), further demonstrates the reasonableness of  
3 the rates.  
4

5 **D. Lodestar Amount**

6 The final step in calculating the fee portion of the lodestar amount is multiplying the hours  
7 reasonably worked by the reasonable hourly rate. As demonstrated above in Section I of this brief  
8 and in the fee logs attached as Exhibit A to the *Maurer Decl.*, plaintiff's attorneys have expended  
9 46.3 hours in the prosecution of this matter, and that they should be awarded \$7,178.50 for that  
10 time.  
11

12 The plaintiff has also incurred \$745 in costs. Plaintiff is entitled to recovery of those costs  
13 under §1692k(a)(3).  
14

15 **E. Neither the Fact That Plaintiff Was Represented Without Charge Nor the**  
16 **Size of Plaintiff's Award Should Limit Plaintiff's Fee Award**

17 A party's entitlement to fees is not affected by the fact that the attorneys for whom fees are  
18 being claimed were funded by charitable sources or agreed to represent the party without charge.  
19 Blum v. Stenson, 465 US 886 (1984), Folsom v. Butte County Ass'n of Govt's, 32 Cal.3d 668,  
20 681 (1982). Paralegal, law clerk, and law student time is compensable at prevailing market rates,  
21 even if it is volunteered. Sundance v. Municipal Court, 192 Cal.App.3d 268, 274 (1987); Missouri  
22 v. Jenkins, 491 US 274, 286 (1989). Courts have consistently awarded prevailing parties the full  
23 amount of the lodestar, even in cases where the monetary relief is relatively small, or only  
24 injunctive relief is obtained. City of Riverside v. Rivera, 477 US 561 (1986); Stokus v. Marsh, 217  
25 Cal.App.3d 647 (1990).  
26  
27

28 For all the reasons listed above, Mr. Nguyen seeks a total judgment in the amount of

1 \$14,923.50. A proposed form of judgment and a proposed order are filed herewith.

2 **VI. CONCLUSION**

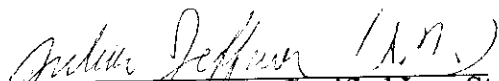
3 The purpose of statutory penalties is to deter the kind of unlawful conduct which occurred  
4 in this case. As explained in preceding sections of this brief, Van Nuys Financial failed to comply  
5 with several sections of the FDCPA in addition to sections of the Rosenthal Act. For all the  
6 reasons stated above, Mr. Nguyen requests an award of \$7,000.

7  
8 Additionally, Mr. Nguyen should be awarded attorneys fees for all time reasonably  
9 expended on the case. Plaintiff's attorneys have demonstrated that they reasonably expended 46.3  
10 hours in the prosecution of this matter, and that they should be awarded \$7178.50 for that time.  
11 Mr. Nguyen is also entitled to \$745 in costs. Therefore the total amount of the default judgment  
12 should be \$14,923.50.  
13

14  
15 Dated: April 23, 2008

Respectfully submitted,

16 ALEXANDER COMMUNITY LAW CENTER

17   
18 Julius Shaun Jefferson, Certified Law Student\*

19   
20 Scott Maurer, Supervising Attorney\*  
21

22 \*Pursuant to the State Bar Rules Governing the Practical Training of Law Students  
23  
24  
25  
26  
27  
28